

Employee Name	
Employee Code	
Date	
Employee Signature	

#### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is made and entered into as of January 13, 2014 between General Electric Capital Corporation, having a principal place of business at 777 Long Ridge Road, Stamford, CT 0692, ("GECC") and IGATE Technologies Inc. ("Vendor"), with its offices at 8528 Kaiser Drive, Fremont, CA 94555. Vendor and GECC are parties to that certain Master Task Order dated April 1, 2012, as amended (the "MTO"). Capitalized terms used herein and not otherwise defined shall have the definition ascribed to them in the MTO.

In consideration for disclosures made by Vendor and GECC (as defined below) to each other, each party to this Agreement agrees to be bound by all the following terms and conditions:

#### 1. DEFINITIONS

1.1. "GECC" means General Electric Capital Corporation and its holding companies and its and their direct and indirect subsidiaries, employees, officers and directors, agents, consultants or independent contractors who disclose information for the purposes of this Agreement or are Vendors of information disclosed pursuant to this Agreement.

1.2. "Confidential Information" means all information and material which is proprietary to GECC, whether or not marked as "confidential" or "proprietary" and which is disclosed to or obtained by it and which relates to its past, present, or future research, development or business activities (including information regarding its customers and financial statements). Confidential Information means all information or materials in connection with work performed under any related subsequent agreement between or among the parties and includes, without limitation, all of the following: trade names, trademarks, customer, supplier or personnel names and other information related to strategies, strategic, product or marketing plans, customers, suppliers or personnel, products and services (including without limitation models, systems, programs, technology, designs, data, procedures, inventions, processes, designs, flow charts, software, methods, algorithms or drawings), pricing policies, and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets or nonpublic business information. Confidential Information does not include any information which: (a) was in the lawful and unrestricted possession of Vendor prior to its disclosure by GECC; (b) is or becomes generally available to the public by acts other than those of Vendor after receiving it; (c) has been received lawfully and in good faith by Vendor from a third party who did not derive it from disclosing party; or

(d) has been independently developed by the Vendor or any other third party without reliance on the Confidential Information, as evidenced by its contemporaneous written records.

#### 2. OBLIGATIONS

2.1. Vendor shall hold all Confidential Information in complete confidence and not disclose, produce, publish, permit access to, or reveal the Confidential Information disclosed hereunder, at any time prior to the disclosing party's intentional disclosure of that information, without the express prior written consent of the disclosing party. The Vendor shall otherwise exercise at least the same degree of care with respect to the Confidential Information as the Vendor uses in handling its own proprietary information.

2.2. The Vendor will not copy, photograph, photocopy, alter, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce any materials containing or constituting Confidential Information without the express prior written consent of the disclosing party and to the extent reasonably possible will return all such materials, together with any copies thereof, promptly after the Purpose for which they were furnished as set forth in Section 2.5 below have been accomplished, or upon the request of disclosing party. In addition, upon request of GECC, Vendor will to the extent reasonably possible destroy materials prepared by the Vendor that contain Confidential Information. The Vendor will segregate and store securely all materials and devices that contain or evidence Confidential Information.

2.3. Vendor will not publish any review, notice or other report concerning any Confidential Information prior to GECC's intentional disclosure of that Confidential Information, at which time it will no longer be Confidential Information to the limited extent it is actually disclosed. Reviews, notices or other reports concerning Confidential Information

which are not authorized by GECC and which appear prior to GECC's intentional disclosure of such Confidential Information will not release the Vendor from any of its obligations hereunder.

2.4. Disclosure of Confidential Information is not precluded if such disclosure is: (a) in response to a valid order of a court or other governmental body or any political subdivision thereof having jurisdiction over Vendor; or another governmental body, authority or similar institution, having jurisdiction over Vendor; provided that Vendor will first give notice to GECC and make a reasonable effort, or fully cooperate in GECC's effort, to obtain a protective order requiring that the Confidential Information be disclosed only for the limited purposes for which the order was issued; or (b) necessary to establish rights or enforce obligations under this Agreement.

2.5. Vendor shall use Confidential Information only for the purpose of delivering on changes to GECC or GE Capital Retail Bank (a wholly owned subsidiary of GECC and along with certain other affiliated companies, collectively referred to herein as "GECRB") systems or services which are critical for the contemplated separation of GECRB from General Electric Company (the "Purpose"). Unless otherwise expressly authorized to the contrary by GECC in a prior signed writing, Vendor shall not, either directly or indirectly: (a) use, apply, reveal, report, publish or otherwise disclose any of the Confidential Information to, or for the benefit of, Vendor or any third party, except as specifically provided in Section 2.7 hereof; (b) use or incorporate any of the Confidential Information in any products or services; or (c) assist, act as an agent for, or act as an advisor or consultant to, any person or entity for the purpose of developing, marketing or selling any product or service that incorporates any of the Confidential Information.

2.6. The parties hereto agree that this Agreement is for the purposes of protecting proprietary and confidential information only. This Agreement is not an agency, partnership, joint venture or other such business arrangement; and any agreement between the parties as to joint business activities will be set forth in subsequent or other written agreements.

2.7. Vendor shall disclose or divulge the Confidential Information (whether directly or indirectly and by whatever means or method) only to Authorized Persons, meaning: (i) those officers and employees of Vendor who reasonably have reason or need to know Confidential Information for the

Purpose, and who Vendor has no reason to believe are untrustworthy or may violate the provisions of this Agreement, or (ii) such consultants, representatives or other third-party experts or advisors who reasonably have reason or need to know Confidential Information for such same Purpose (provided, however, that disclosure to such expert third-parties shall only be made after first obtaining the approval of GECC), and provided, that such consultants, representatives, or third-party experts are subject to a written confidentiality agreement or are otherwise under a professional obligation of confidentiality to Vendor. Vendor will ensure that such Authorized Persons set forth in this section 2.7 do not disclose any of the Confidential Information to any individual or person (whether or not employed by Vendor) except those who have such a need to know.

2.8. Vendor agrees and hereby acknowledges that it has placed restrictions upon its employees via employee agreements or other similar contractual arrangements regarding the use of confidential information obtained in the course of their employment sufficient to prevent the unauthorized use, disclosure or transfer of such confidential information in a manner not authorized by this Agreement. To further the future protection of Confidential Information under this Agreement Vendor hereby warrants that in the event an employee who has had access to Confidential Information disclosed under this Agreement shall leave the employ of Vendor, Vendor shall, prior to said employee's termination, remind said employee in writing of their continuing contractual responsibilities with regard to the non-disclosure of Confidential Information.

2.9. Vendor shall promptly notify GECC of any items of Confidential Information disclosed in violation of this Agreement or otherwise lost or unaccounted for.

2.10. Prior to disposing of any media or apparatus that contains or may contain Confidential Information, Vendor shall ensure, using industry best practices, that all of the other Confidential Information contained by such media or in such apparatus has been completely deleted or otherwise destroyed.

### 3. RESERVATION OF RIGHTS

3.1. Notwithstanding the fact that Confidential Information may be disclosed, Vendor understands and agrees that all such Confidential Information shall remain the property of GECC, and

agrees that it will cooperate with the disclosing party and execute, or cause its personnel to execute, such further acknowledgments and instruments as may be necessary to establish such ownership.

3.2. No title or interest in or to any Confidential Information is granted by the disclosing party to Vendor hereunder. Vendor acknowledges and agrees that it shall not have any right (including any right to patent), title, claim, interest, security interest or lien, in, on or to the Confidential Information at any time. GECC makes no representations or warranties as to the accuracy or completeness of the Confidential Information, and shall have no liability to Vendor resulting from the Vendor's use of the Confidential Information.

3.3 Vendor shall not alter or remove any identification, copyright or proprietary rights notice which indicates the ownership of any part of the Confidential Information, and shall, if permitted by the disclosing party to make any copies of the Confidential Information, reproduce and include such notices on any copies of the Confidential Information, and shall add any additional or replacement notice specified by GECC upon reasonable notice to the Vendor. Vendor acknowledges that no copyright registration of, or notice of copyright on, the Confidential Information shall be deemed to constitute publication thereof or to imply that such Confidential Information does not contain valuable confidential and proprietary information in the nature of trade secrets.

#### 4. INJUNCTIVE RELIEF

4.1. GECC's Confidential Information has been developed or obtained by the investment of significant time, effort and expense and provides its owner with a significant competitive advantage in its business. If Vendor fails to comply with any obligations hereunder, GECC will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, GECC will be entitled, in addition to any other remedies available to it at law or in equity, to injunctive relief to specifically enforce the terms of this Agreement, without the necessity of posting a bond even if otherwise normally required.

4.2 By execution of this Agreement, Vendor acknowledges (a) that the Confidential Information of the disclosing party to which it is being permitted access may include the intellectual property ("Property") of a third party (the "Licensor"), which list of Licensors may be found in Exhibit A and (b) that the restrictions imposed upon the Vendor by

this Agreement are necessary to protect the secrecy of such Licensor Property and prevent the occurrence of injury and harm to the disclosing party and Licensor. Vendor hereby represents and warrants that it will use access to and knowledge of the Licensor Property and related documentation solely for the Purpose, and not for the use or benefit of any other third persons. Vendor hereby acknowledges and agrees that, in addition to the equitable remedies permitted to GECC as set forth in this Agreement, the Licensor shall be a third-party beneficiary with respect to the confidentiality provisions of this Agreement and shall be entitled to enforce such provisions directly against Vendor as the Licensor's interests may warrant, including, without limitation, injunctive and equitable relief issued by any court of competent jurisdiction.

#### 5. PRIVACY REGULATIONS

5.1 This Agreement, and parties hereunder, may be governed by one or more privacy laws or regulations including the privacy laws and regulations applicable to entities doing business in the United States, the European Union, and any country or state in which the parties hereunder do business (collectively, the "Privacy Regulations"). If so governed, then to the extent not captured already by the definition of Confidential Information hereunder, or required already by Vendor's obligations under Article 2 : (a) the term "Confidential Information" shall further include all nonpublic personal information, protected health information, personal information, material nonpublic information and personal data as each of those terms is defined in or by application of each respective Privacy Regulation (collectively, the "Regulated Information"); (b) GECC confirms that the Regulated Information has been collected and processed and that all consents required in relation to the provision of the information to Vendor have been dealt with or obtained in accordance with the Privacy Regulations; and (c) Vendor shall comply with all requirements of the Privacy Regulations reasonably known to be applicable to the Regulated Information portions of the Confidential Information actually received by Vendor including all reporting, audit, access, third party disclosure and onward transfer obligations and restrictions therefor, if any are so applicable. If a Privacy Regulation applicable to Vendor under this Agreement is amended, and/or if any other law, regulation or treaty is effected such that a more restrictive standard of confidentiality or obligation of privacy or security is imposed with respect to an applicable component of the Regulated Information portions of the Confidential Information, then such more restrictive standard

shall prevail over the provisions of this Agreement with respect to those portions. By signing below the Vendor acknowledges that the Privacy Regulations may prohibit or render ineffective some or all of the exclusions otherwise available under Section 1.2. Notwithstanding anything to the contrary contained in this Agreement, Vendor agrees (i) it shall maintain, and shall require all Authorized Persons of Vendor to maintain, effective information security measures to protect Regulated Information from unauthorized disclosure or use, and (ii) it shall provide GECC with information regarding such security measures upon the reasonable request of GECC and promptly provide GECC with information regarding any failure of such security measures or any security breach related to Regulated Information.

## 6 ENTIRE AGREEMENT

6.1. This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may only be amended, modified or waived by a writing signed in advance by the parties. The waiver of, or the failure to enforce, any provision of this Agreement, in any instance shall not be construed as a waiver in other instances.

6.2. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No license is hereby granted, directly or indirectly, to any of the information disclosed.

6.3. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

The signatory hereto warrants and represents that s/he has the authority to enter into this Agreement on behalf of the corporation listed above the signatory's name. This agreement may be executed in counterparts.

General Electric Capital Corporation

By: Caree A. June  
CIO

Title: \_\_\_\_\_  
Date: 11/14/14

GECC-IGATE Blue NDA

6.4. This Agreement is binding upon the successors, assigns and legal representatives of the undersigned, and protects Confidential Information of any successors or assigns of GECC, except that no assignment of any right to access the Confidential Information may be made by Vendor without the prior written consent of GECC.

6.5. The confidentiality obligations set forth hereunder shall continue in effect, unless otherwise modified or superseded by any formal contract or agreement related to the subject matter of these negotiations, for so long as the information remains confidential, and the provisions hereof regarding ownership shall continue in effect for so long as necessary to give full effect thereto.

6.6. This Agreement shall be effective and binding from the date first above written.

## 7. GOVERNING LAW AND JURISDICTION

7.1. This Agreement will be governed by and construed in accordance with the laws of the State of New York without reference to its choice of law rules and as if wholly performed within the State of New York. Any litigation regarding the interpretation, breach, or enforcement of this Agreement will be filed in and heard by the state or federal courts with jurisdiction to hear such disputes in New York City, New York, and both parties hereby submit to the jurisdiction of such courts. The parties consent to the personal jurisdiction of the United States District Court for the Southern District of New York.

## 8 ATTORNEY'S FEES

8.1. If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all reasonable costs, attorneys' fees and other expenses incurred by the prevailing party.

iGATE Technologies Inc

By: VASANT MENDON  
VICE PRESIDENT

Title: \_\_\_\_\_  
Date: 13<sup>th</sup> Jan 2014



**EXHIBIT A – List of Licensors**

From time to time, the parties may update this list upon mutual agreement which will not be unreasonably withheld provided the agreement is documented in writing.

**Group 1**

Verizon
ATT
Cisco
HP
IBM
EMC
Oracle
Ab Initio
SAS

**Group 2**

CEDAR Document Technologies
Epiq Systems
Ventiv
Diebold
Harland Clarke
Western Union/Speedpay
SoundBite
Adepra
Customer Contact Solutions LLC

**Group 3**

AON Integramark
Responsys
Omniture
Wausau
Opex
Verint
Avaya
NICE
Moxie
Vail
Solid Technologies
LiveReson